

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Marcie Nolan, AICP, Acting Development Services Director/
(954) 797-1101

PREPARED BY: Tim Lee, Urban Forester

SUBJECT: Contract for Landscape Architect's Services

AFFECTED DISTRICT: District 4

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF DAVIE AND PETER DEWICK AND ASSOCIATES FOR CONCEPTUAL DESIGN OF LANDSCAPING ALONG FLAMINGO ROAD; AND TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (\$5,000)

REPORT IN BRIEF: The Planning and Zoning Division is developing a conceptual design for trees and landscaping along the Flamingo Road Corridor. It is anticipated that the design will be implemented when off-site improvements are drawn and constructed. The design will include medians and swales on the east-side of the road. The west-side of Flamingo Road consists of a canal with easements and does not offer sufficient growing space, therefore it is not included in this design.

The funding for the landscape installation is anticipated to come from new development off-site improvements. The area is currently being developed at a rapid pace and this plan will encourage uniformity and a standard design as new projects come forward. The agreement is necessary to be able to provide clear direction to developers as to the species and density of landscaping that is being requested. The plan will implement xeriscape principles and utilize predominately native species. The funding for the conceptual design will come from the Tree Preservation fund and will be referred to on all future tree planting along the Flamingo Road Corridor.

The design will become a template for planting materials and design to utilize along Davie roadway corridors as needed. Staff has coordinated with Public Works on

developing this concept and intends the design to become the basis for a unified Davie landscape theme.

PREVIOUS ACTIONS: N/A

CONCURRENCES: N/A

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$ 5,000

Account Name: Contractual Services #001-0403-515-05-30

RECOMMENDATION(S): Staff finds the agreement is complete and suitable for transmittal to the Town Council.

Attachment(s): Resolution, Contract for Landscape Architect's Services

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF DAVIE AND PETER DEWICK AND ASSOCIATES FOR CONCEPTUAL DESIGN OF LANDSCAPING ALONG FLAMINGO ROAD; AND TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNITURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires a conceptual landscape design for the Flamingo Road corridor for guidance in the development of future landscaping; and

WHEREAS, the Town met with and solicited proposals from three qualified Landscape Architectural firms for the conceptual design of the Flamingo Road corridor; and

WHEREAS, Peter Dewick and Associates was selected after providing the lowest bid for the project of the three qualified firms; and

WHEREAS, the Town attorney has reviewed the Landscape Architect's "Contract for Landscape Architect's Services"; and

WHEREAS, upon execution and agreement, the Town will issue a notice to proceed (NTP) commencing the conceptual design.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into a Professional Services Agreement, attached hereto as "Professional Services Agreement."

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2008.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2008.

Contract for Landscape Architect's Services

Peter DeWick & Associates

Landscape Architects, Certified Planners, Certified Arborists
RLA1111, ASLA, AICP, ISA

2269 S. University Drive #179
Davie, Florida 33324

Telephone: (954) 792-4023
Fax: (954) 791-4873

CONTRACT FOR LANDSCAPE ARCHITECT'S SERVICES

Project Name: Flamingo Road Streetscape.

Project Limit of Work: Project includes the median and east swale of Flamingo Road.

Project Location: Flamingo Road, Town of Davie, Florida from Orange Drive to State Road 84.

This agreement of six (6) pages, initiated this date of December 14, 2007 by and between Peter DeWick & Associates hereinafter called the Landscape Architect, and

hereinafter called the Client Witnesseth, that the Landscape Architect and the Client for considerations hereinafter named agree as follows:

1. SCOPE OF WORK: The Landscape Architect shall furnish services necessary for conceptual design of planting and entry features, selection of plant and materials palette, preliminary analysis of above ground site constraints including FDOT and FPL requirements, provision of alternative conceptual design for locations with subsurface utility constraints, presentation drawings or imaging of typical crosssections, staff review and revisions in response to staff comments, presentation to the Town of Davie, and revisions in response to board comments.

1.1. The Landscape Architect shall provide two(2) design alternatives for entry features, suitable for presentation at one (1) community meeting. The entry features shall be consistent with the western theme of the Town of Davie.

1.2. The Landscape Architect shall provide up to four (4) typical crosssections indicating the planting concept, suitable for presentation at one (1) community meeting. The planting concept shall include native and low maintenance planting and shall be consistent with the western theme of the Town of Davie.

1.3. The Landscape Architect shall provide a planting and materials palette, suitable for presentation at one (1) community meeting. The planting palette shall indicate the proposed botanical and common name, status as native or non-native, drought tolerance, suitability for planting without an irrigation system, attraction of birds and butterflies, ease of maintenance, size, and current mean wholesale price for each plant. The materials palette for the entry feature shall indicate the materials and estimated cost of the entry feature. The planting and materials palette shall be consistent with the western theme of the Town of Davie.

Other items not specifically listed in the scope of work including, but not limited to; preparation of accurate base maps based upon FDOT as-builts or construction drawings, meetings with FDOT, subsurface utility investigation, construction drawings, obtaining contractors, pre-bid meeting, response to contractor's bid inquiries, contractor selection, bid review, and owner/contractor contract preparation; surveying and engineering, if required; are not included in this contract. The services shall be performed, by the Landscape Architect in accordance with the following terms of the contract documents.

2. REQUIRED INFORMATION:

2.1 The Client shall provide full information regarding requirements for the Project including the location, type, size, and layout of the street right-of-way and utilities; communications from the Town of Davie concerning the project; or other drawings and information relating to the project; before work will commence. The Landscape Architect shall be entitled to rely upon the completeness and accuracy of information supplied by the Client. The Client shall be responsible for informing the Landscape Architect of any changes regarding the site, revisions of plans in progress by others, or any other influences on the project that may affect the work during work phases.

2.2. The Client shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Landscape Architect shall be entitled to rely on the accuracy and completeness thereof.

2.3. The Client shall designate a representative authorized to act on the Client's behalf with respect to the Project. The Client or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Landscape Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Landscape Architect's services.

3. CONTRACT SUM:

3.1. The Client shall pay the Landscape Architect for the performance of the Contract the sum of five thousand (5,000) dollars for the scope of work in article 1 above.

3.4. The Client shall pay the Landscape Architect the following hourly rate for additional work outside the scope of work indicated in article 1:

- \$100.00

3.3. Reimbursable Expenses including all outside support services are in addition to the Landscape Architect's compensation and shall be billed as an extra to the contract at cost plus 5% for handling. Reimbursable Expenses include expenses incurred by the Landscape Architect and Landscape Architect's employees and consultants in the interest of the Project for:

long-distance communications;
fees paid for securing approval of authorities having jurisdiction over the Project;
reproductions and blueprinting;
postage and handling of documents;
Messenger Services;
expense of overtime work requiring higher than regular rates, if authorized by the Client;
renderings and models requested by the Client;
engineering, surveying, and geotechnical services;
expense of additional coverage or limits of professional liability insurance, requested by the Client in excess of that normally carried by the Landscape Architect and the Landscape Architect's consultants.

3.6. Invoices submitted by the Landscape Architect, are due upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the invoice date. The Client agrees that there shall be no retention of fees or percentages of fees for any reason. Late payment made after the final due date shall bear interest at the rate of eighteen (18%) percent per annum (1 1/2% per month). The Landscape Architect shall be entitled to recover from the Client any and all costs of collection including but not limited to attorneys' fees and court costs whether incurred before, during or after suit, including any appeals or postjudgement proceedings. A "Notice to Client"

may be initiated upon acceptance of this contract.

4. REVISIONS AND ADDITIONS:

One revision in response to staff comments and one revision due to board comments are included in this contract. Revisions shall be completed after the landscape architect receives a copy of the work, which is marked up by the reviewers or their representative indicating all revisions proposed by the reviewers. Revisions to plans required for material substitutions due to third party objections, revisions required due to third party's work, revisions to previously approved work or completed work based on information supplied by the Client or other consultants and not initiated by this office, or revisions made necessary by default of others, are not included. Additional services will be billed as an additional charge at the hourly rate indicated in Art. 3 above.

5. MEETING TIME:

Three meetings with town representatives or staff is included in this contract. Additional meeting time, if required, shall be billed at \$100.00 per hour including travel time.

6. CANCELLATIONS & DELAYS:

In the event that the stated project is halted, delayed or canceled, the Landscape Architect shall be paid in full for all services rendered and work completed or under way up to the date of notice of cancellation. In the event that completion of the work is delayed by the Client or other circumstances beyond the control of this office for a period of more than thirty (30) days, the Landscape Architect shall be entitled to submit an interim billing for all work performed to date. Payment of said interim billing shall be due within ten (10) days of receipt. Should the Client elect to terminate services prior to the completion of the project, it is agreed that the Landscape Architect shall be indemnified and held harmless against all claims arising out of modification, misinterpretation or misuse of the work.

7. RIGHT OF OWNERSHIP:

The Client agrees that the work and ideas represented by this Contract are an instrument of service for the Town of Davie only and remain the property of the Landscape Architect. The Landscape Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. These designs, drawings, arrangements and ideas may be used by the Landscape Architect in any promotional work, award submittals or brochures for this office. No right, title or interest in the work shall be assigned to a third party without the express written consent of the Landscape Architect.

8. ARBITRATION

8.1. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

8.2. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

8.3. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Client, Landscape Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof

8.4. The award rendered by the arbitrator or arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof

9. MISCELLANEOUS PROVISIONS

9.1. Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Landscape Architect.

9.2. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Landscape Architect pursuant to Art. 3 above.

9.3. The Client and Landscape Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.

9.4. This Agreement represents the entire and integrated agreement between the Client and Landscape Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Landscape Architect.

9.5. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Landscape Architect.

9.6. Unless otherwise provided in this Agreement, the Landscape Architect and Landscape Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

In Witness Whereof the parties hereto executed this agreement, this ____ day of _____, 19 ____.

(If an individual, partnership or non-incorporated organization)

Name of Company: _____
Signature By: _____

Phone No: _____

if a Corporation)

Name of Corporation: _____

Signature By: _____

Title: _____

Business Address: _____

Phone No: _____

Incorporated under the laws of the State of: _____

Names of Officers: President: _____

Vice - President: _____

SEAL)

Office name **PETER DEWICK & ASSOCIATES**
and. Arch Name **PETER DEWICK**

Signature, Etc.  _____